

**SOLICITATION FOR:**  
**MEDICAID BILLING & COLLECTIONS SERVICES**  
**RFP 14-90**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASED:**  
**June 11<sup>th</sup>, 2014**  
**DUE BY:**  
**June 30<sup>th</sup>, 2014 at 11:00am EST**

**DELIVER TO:**  
  
**City of Somerville**  
**Purchasing Department**  
**Attn: Michael Richards**  
**93 Highland Avenue**  
**Somerville, MA 02143**

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**MEDICAID BILLING & COLLECTIONS SERVICES**  
**RFP 14-90**  
**PROPOSERS CHECKLIST**

**Please ensure all documents listed on this checklist are included with your bid. Failure to do so may subject the proposer to disqualification.**

- ☐ Cover Letter
- ☐ Bidder's Checklist
- ☐ Scope of Work documentation

**Non-Price Proposal**

- ☐ Quality Requirements/Minimum Selection Criteria
- ☐ Prevailing Wage Compliance Form
- ☐ Somerville Living Wage Form
- ☐ Certificate of Non-Collusion and Tax Compliance
- ☐ Certificate of Signature Authority
- ☐ Certificate of Good Standing (will be required of awarded Vendor; please furnish with bid if available)
- ☐ Insurance Specifications (bidders to review and include in bid package; furnish sample certificate with bid if possible)
- ☐ Reference Form (or equivalent may be attached)

**Price Proposal**

- ☐ Price Summary Page
- ☐ Acknowledgement of Addenda
- ☐ Responsible Employer Ordinance Certification

**CITY OF SOMERVILLE MASSACHUSETTS  
SOMERVILLE CITY HALL  
93 HIGHLAND AVENUE  
SOMERVILLE, MA 02143**

**BIDDING INSTRUCTIONS FOR  
MEDICAID BILLING & COLLECTIONS SERVICES  
Bid No. RFP 14-90**

**Enclosed you will find a request for proposal for:** The City of Somerville Health Department seeks the services of a qualified contractor to recover retroactive and prospective reimbursements from third party payers, particularly the Federal Medicaid Program and private insurance companies, for medical services which it has provided to school children enrolled in the Somerville Public Schools. The successful proposer will provide an automated special education system combining individualized education programs (IEPs) with Medicaid billing and collections.

**SECTION 1.0  
GENERAL INFORMATION ON BID PROCESS**

**1.1 General**

- When submitting proposal, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to:

**Purchasing Department  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143.**

- Bids submitted must be an original
- **A complete proposal consists of all documents listed in Sections 2.0, 4.0, 5.0 and all related appendices. Bids will be considered non-compliant and will be rejected if all required documents are not present.** The Offeror may keep Sections 1.0, 3.0, 6.0, and 7.0 for reference.
- A complete bid will contain a cover letter signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.
- The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Offeror must be an Equal Opportunity Employer.
- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms.
- All information in the Offeror's response should be organized and presented in a clear /

concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.

- Additional copies of the solicitation may be obtained from the Purchasing Department on and after **June 16<sup>th</sup>, 2014** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The Price Summary Form in Section 4.0 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
- Please review and return your sealed bids as sent. Also, ensure that all forms are completed and your bid response is submitted as requested. Use the attached Proposers Checklist to ensure bid documents are complete.

### **1.2 Submission Instructions**

Please submit two sealed envelopes: The first envelope includes one (1) original and THREE (3) copies of the non-price technical proposal marked: “Non-Price Proposal— RFP 14-90: Medicaid Billing & Collections Services”. The second envelope includes one (1) original and THREE (3) copies of the price proposal marked “Price Proposal—RFP 14-90: Medicaid Billing & Collections Services”. Please send the complete sealed package to the attention of the Michael Richards, Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville MA 02143 on or before **11:00AM, on June 30<sup>th</sup>, 2014.**

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. **Failure to adhere to this requirement will result in disqualification.** It is the sole responsibility of the Offeror to ensure that the proposal arrives on time at the designated place. Late Proposals will not be considered, and will be returned.)

### **1.3 Questions**

Questions concerning this solicitation must be submitted in writing to: Michael Richards, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before June 20th @ 4:30pm EST.** Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to [mrichards@somervillema.gov](mailto:mrichards@somervillema.gov). Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City’s website for any updates, addendums, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this**

**bid/proposal, that bidder/proposer will be disqualified immediately.**

#### **1.4 Pre-Proposal Conference / Meeting**

Not applicable

#### **1.5 Bidding Schedule**

##### **Key dates for this Invitation for Bid:**

RFP Issued	6/16/14
Deadline for Submitting Questions to RFP	6/20/14
Bids Due and Opened	6/30/14 – 11:00 A.M.
Anticipated Contract Award	7/15/14
Services Commence	9/1/14
Contract Completion Date	8/31/15

Responses must be delivered by **6/30/14 at 11:00am EST** to City of Somerville,  
Purchasing Department, Attn: Michael Richards, 93 Highland Avenue,  
Somerville, MA 02143.



## **SECTION 2.0 SPECIFICATIONS/SCOPE OF SERVICES**

### **2.1 Background**

The City of Somerville seeks a qualified contractor to recover retroactive and prospective Medicaid reimbursements. The contractor will be fully responsible for submitting applications for the Health and School Departments and following up on collections. The contractor must provide a fully implemented application and collection process that will not add to the work load of the current staff of the Health and School Departments. The contractor will develop and carry out a billing and collection process within 60 days of the date of the contract award. The contractor will remain responsible for all applications and collections through August 14, 2014, subject to annual appropriation. The full scope of this contract includes development, implementation and operation of a documented comprehensive Medicaid reimbursement system that requires no additional resources on the part of the School Department.

### **2.2 Scope of Work**

The services provided by the City of Somerville that are to be considered as reimbursable shall include, but not be limited to the following:

- Early and periodic screening and diagnosis and treatment (EPSDT) and family planning services and supplies
- Physicians Services
- Medical and other remedial care provided by licensed practitioners
- Clinic Services
- Physical therapy, occupational therapy, and services for individuals with speech, hearing and language disorders
- Prescribed drugs, dentures, prosthetic devices and eyeglasses
- Diagnostic screening, preventative, and rehabilitative services
- Transportation for the recipient by ambulance, taxicab, common carrier or other appropriate means
- Special Education services provided by therapists, aides, nurses, evaluation team members, social workers, psychologists
- Administration of the above listed services

### **2.3 Specifications / Requirements**

The Evaluation Committee will review proposals from qualified vendors to provide consulting services to secure maximum reimbursement to the City of Somerville from Medicaid and other third party payers for services provided to children enrolled in the Somerville Public Schools. The vendor must use the existing software system currently being used by the Somerville Public Schools Special Education Department.

These consulting services must include, as a minimum, the following:

1. Develop a strategic plan summarizing the services to be provided to obtain payments from third party payers on a retroactive and prospective basis. In addition to a complete description of the proposer's approach to achieving these engagement objectives, the responsive proposal must include a detailed engagement work plan that highlights all process and system implementation activities and specific deadlines for billing and collecting reimbursements from Medicaid and other third party payers during the first sixty days of the contract. As part of the work plan, the proposal must include an estimate of the amount of reimbursement that the contractor expects to collect on behalf of Somerville during this period. The methodology used to develop this estimate should be described fully.
2. Provide technical assistance necessary to maintain full compliance with Federal and Commonwealth Medicaid regulations, and any other applicable Federal or state laws and regulations.
3. Guarantee full compliance with all Massachusetts Medicaid requirements in developing and implementing billing and collection operations for the Health and School Departments.
4. Identify and compile a comprehensive list of reimbursement-eligible services rendered to school children for which claims will be submitted to third party payers on both retroactive and prospective bases.
5. Develop and implement a detailed "Unit of Service" data collection process to support third party billing and collections.
6. Design and implement an automated billing and account receivable management system with which to administer ongoing operation for claiming and tracking retroactive and prospective reimbursement from third party payers.
7. Implement data collection process and billing collections system within sixty days of contract award.
8. Operate data collection process and billing and collections system through August 14, 2014.
9. Preparation for transfer of the operation of the data collection process and billing and collections systems to the Health and School Departments within 12 months of the date of the contract award. Preparation of the transfer of the operation must include written documentation of the data collection process and of the billing and collections system procedures. This transfer will include the training of all applicable Health and School Department personnel by the contractor. In addition, at the time of transfer, all systems developed under this contract, including computer software, developed for this engagement must be turned over to the Somerville Public Schools and shall be the property of the Somerville Public Schools.
10. Prepare and submit claims within 60 days of the contract start date.
11. Development of high quality IEPs that are aligned with the Massachusetts Department of Education standards, customized for Somerville Public Schools and that allow information and data entry unique to each student.
12. Support: on-site teacher training built in email support, toll-free hotline.
13. Utilize technology to create efficiencies and enhance program for Administrative and direct service claiming.
14. Demonstrate vendor's responsibility to initiate and follow through on RMTS participants to assure the necessary 85% participation rate for reimbursement is met.

Please provide a detailed plan for the scope of services describing the development, implementation and operation of a comprehensive, well-documented Medicaid reimbursement system.

**Please Note:**

Vendor may not engage any other company, sub-contractor or individual in the performance of this contract without the prior written consent of the City.

**Additional Information that Proposer wishes to provide:**

The Proposer may provide additional information regarding services offered that go beyond the specific information requirements in this RFP. Any additional information submitted should be specific as to the additional services that your company is prepared to offer the City.

**Financial Strength of the Proposer**

In an effort to ensure the financial viability of the Proposer in performing the contract, please submit a copy of a statement or opinion from an independent auditor indicating the financial responsibility of the Proposer.

**2.4 Quality Requirements**

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form in Section 5.0 and submit it with your completed bid.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2 or 3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

In order to provide verification of affirmative responses to items 1, 2 and 3 under the quality requirements listed in the Quality Requirements Form, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

**2.5 Period of Performance**

The period of performance for this contract is one (1) years beginning on **9/1/2014** and ending on **8/31/2015**, with two (2) one-year options to renew from the date of execution.

**2.6 Place of Performance**

All services, delivery and other required support shall be conducted in the City of Somerville locations designated by the Department POC. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts.

**2.7 Vendor Conduct**

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the vendor to

remove any vendor employee from city facilities for misconduct or safety reasons. Such rule does not relieve the vendor of their responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written rationale notice for removal of employee through the Purchasing Department. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

## **2.8 Vendor Personnel**

The project manager and the staff must display the ability to carry out the requirements of this contract. Staff members' experience with Massachusetts Medicaid requirements and billing requirements are required. Entities with at least 5 years' experience in claiming using the current methodology will be seen as highly desirable. Resumes must be submitted. The Evaluation Committee will evaluate the number of full time equivalents with demonstrated ability to carry out this project and the reasonableness and distribution of personnel expertise.

## **2.9 Confidentiality**

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the Purchasing Department. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW.

All documents, photocopies, computer data and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the Purchasing Department upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the Purchasing Director or as otherwise agreed by Purchasing Director and the Vendor).

The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the Purchasing Department. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the Purchasing Director. Requests to make such disclosure should be addressed in writing to the Purchasing Director.

## **2.9 Additional Proposal Submission Documents**

The following documents must be submitted with your proposal, and will be taken into consideration during the evaluation process:

- A. A letter designating a specific individual who will act both as project manager and the primary point of contact with the City. Please provide telephone and fax numbers, e-mail address and mailing address for this person.

- B. SOMWBA certification, if appropriate.
- C. A copy of the firm's most recent audited financial statements, with historical results for the last two years. For proposers who are closely held companies and for which audited financial statements are not available, suitable financial information may be provided. Acceptable substitutes may include a combination of the following:
- Unaudited financial statements, preferably reviewed by a public accounting firm;
  - Revenue and profitability information;
  - Capitalization and ownership structure, including names and titles of principal owners.

Copies of any legal document affecting the financial status of the company, which has been filed with any state or federal court. Documentation will be kept confidential, if required.

The City will find other information about the Proposer useful. The information supplied here does not lend itself to quantitative comparison analysis; however, it can be invaluable in understanding the proposer's business philosophy.

**SECTION 3.0**  
**RULE FOR AWARD**

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment to the City, the apparent highest responsive and responsible bidder).

**SECTION 4.0  
PRICING**

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled:

**Medicaid Billing & Collections Services**

The Offeror proposes to furnish and deliver the services specified at the following prices that include delivery, the cost of fuel, the cost of labor and all other charges related to successful completion of trips. Prices are to remain the same for the entire contract period.

The following quoted prices are fixed for each year of this contract and reflect the net reimbursement of Medicaid revenues collected:

	FIXED PERCENTAGE	FIXED PERCENTAGE (in words)
<b>YEAR ONE:</b>		
September 1st, 2014 through August 31st, 2015		
Annual Cost:	%	
<b>YEAR TWO:</b>		
September 1st, 2015 through August 31st, 2016		
Annual Cost:	%	
<b>YEAR THREE:</b>		
September 1st, 2016 through August 31st, 2017		
Annual Cost:	%	

**NAME OF COMPANY / INDIVIDUAL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE/FAX/EMAIL:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED INDIVIDUAL:** \_\_\_\_\_

**Please acknowledge receipt of any and all Addendums (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.**

**ACKNOWLEDGEMENT OF ADDENDUMS:**

**Addendum #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_**



## **SECTION 5.0 FORMS**

### **5.1 Required Submissions (included with response)**

**5.1.1** Proposers Checklist

**5.1.2** Quality Requirements Form

**5.1.3** Reference Sheet

**5.1.4** Non-Collusion & Tax Compliance Form

**5.1.5** Certificate of Signature Authority

**5.1.6** Somerville Living Wage Ordinance Form

**5.1.7** Vendor TIN Certification Form

### **5.2 Required Submissions (to be provided post award)**

**5.2.1** Certificate of Good Standing: The **awarded vendor** must provide the City with a current “Certificate of Good Standing” from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this solicitation.

**5.2.2** Insurance Certificate: As outlined on attached form included in this solicitation, must be provided by the **awarded vendor** within

## **SECTION 6.0 INSTRUCTIONS TO OFFEROR**

### **6.1 General Information & Submission Instructions**

#### **6.1.1 Bid Delivery**

Responses must be delivered by **6/30/14 at 11:00am EST** to City of Somerville, Purchasing Department, Attn: Michael Richards, 93 Highland Avenue, Somerville, MA 02143. One (1) copy of the response should be submitted. Responses must be sealed and marked with the solicitation title and number. All bids must include all forms listed in the Proposers Checklist

#### **6.1.2 Evaluation Methodology**

All responses will be reviewed by an evaluation committee composed of employees of the City. However, the City reserves the right to involve an outside consultant in the selection process. Final selection will be based upon the evaluators' analysis of the information and materials provided by the proposing vendors in their technical submissions compared to both the Quality Requirements & Comparative Evaluation Criteria of the solicitation. Responses that meet the minimum Quality Requirements will then be reviewed for responses to the Comparative Evaluation Criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to the Comparative Evaluation Criteria.

The City will award the contract to the most responsive and responsible Offeror who demonstrates best value to the city, technical and price considered. Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

### **6.2 Non-Price (Technical) Proposal Format**

Responses must be submitted in accordance with the requirements set forth in this solicitation. These requirements were developed to standardize the preparation of responses while helping to assure consistency in format and content. This process will reduce the time required to prepare a response and will simplify the review process by City staff. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain all forms outlined in the Proposers Checklist in the order that they appear.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g. copy 2 of 3). The original for each volume will be clearly identified on the cover and the spine. All binders will

allow for easy removal and replacement of pages.

### **6.2.1 Cover Letter**

Include a cover letter to summarize in a brief and concise manner that the Offeror understands of the requested services. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

### **6.2.2 Qualifications & Experience**

The proposer shall include qualifications and experience of the firm (or sole proprietor). The proposer shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also generally describe work which is similar in scope and complexity which the Offeror has undertaken in the past. A discussion of the challenges faced, and solutions developed are highly recommended. The proposer may include any additional literature and product brochures.

### **6.2.3 Quality Requirements Form**

The Quality Requirements Form, or set of basic business standards, must be addressed by each offeror and presented within the technical proposal documentation.

## **6.3 Price Proposal Format**

### **6.3.1 Cover Letter**

Include a cover letter to summarize, in a brief and concise manner, that the Offeror understands that their offer will bid the firm to the price submitted with their response. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the pricing is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

### **6.3.2 Price Summary Page**

Fill out the price summary form in Section 4.0. Quoted prices are fixed for each year of the contract and reflect the net reimbursement of Medicaid revenues collected. Quoted prices are to include the fixed percentage annual cost.

### **6.3.3 Bid Prices to Remain Firm**

All bid prices submitted in response to this solicitation must remain firm for 90 days following the bid opening.

#### **6.3.4 Price Submission**

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

#### **6.3.5 Estimated Quantities**

The City of Somerville has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

#### **6.4 Bid Signature**

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

#### **6.5 Time for Bid Acceptance**

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.

#### **6.6 Hours of Operation**

The awarded Vendor shall schedule his working hours to coincide with the working hours of the City. The normal working hours are 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.

##### **6.6.1 Holidays**

Holidays are as followed:

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Day	Bunker Hill Day	Veterans' Day
Presidents' Day	Independence Day	Thanksgiving Day
Patriots' Day	Labor Day	Thanksgiving Friday
	Christmas Eve (half day)	Christmas Day

Please visit <http://www.somervillema.gov/> for the City's most recent calendar.

\*Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Vendor for their convenience desires to perform work during other than normal

working hours or on other than normal work days, or if the Vendor is required to perform work at such times, the Vendor shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc.

UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

#### **6.6.2 Inclement Weather Days**

In the event of inclement weather, the Vendor is responsible for listening to the public media to determine if the City has been closed because of the weather. The Vendor is encouraged to coordinate work schedules with the City POC to accommodate support requirements, other personnel availability, meeting schedules and vacation schedules.

#### **6.6.3 Unforeseen Office Closure**

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

#### **6.7 Changes & Addenda**

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having received the solicitation. The City will also post addenda on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

#### **6.8 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities**

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Somerville prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. 14-90" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

#### **6.9 Right to Cancel/Reject Bids**

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

#### **6.10 Unbalanced Bids**

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

#### **6.11 Brand Name “or Equal”**

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

#### **6.12 Warranty**

The Offeror warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies. The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

#### **6.13 Contract Term Length**

The contract will remain in effect for **one (1) year** with two (2) one-year options to renew, from **on /about 9/1/2014 to on/ about 8/31/2015**.

#### **6.14 Invoicing**

The Vendor will mail an invoice to the ordering Department after completion of the service and be authorized by a work order. All invoice submissions must include a Vendor Work Order which was signed by the Department Head, or his/her designee authorizing the work to be performed on a City Building. Any Invoices that are presented for payment, that do not have a signed work order backup, by a City designee, will not be paid by the City.

#### **6.15 Electronic Funds Transfer (EFT)**

For Electronic Funds Transfer payment, the following information shall be submitted with invoices to the office / individuals address listed in Section III:

- Contract/Order number.
- Contractor’s name & address as stated in the contract/order number.
- The signature (manual or electronic, as appropriate) title, and telephone number of the Vendor’s representative authorized to provide sensitive information.
- Name of financial institution.
- Financial institution nine (9) digit routing transit number.
- Vendor’s account number.
- Type of account, i.e., checking or saving.

#### **6.16 Cancellation**

The City reserves the right to cancel this contract at any time on any grounds, including the vendor's failure to comply with the Scope of Work (SOW) provided herein.

#### **6.17 Questions About the Solicitation**

Questions concerning this solicitation must be submitted in writing to: Michael Richards, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before 6/20/2014 @ 4:30pm EST**. Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to [mrichards@somervillema.gov](mailto:mrichards@somervillema.gov). Written responses will be mailed or faxed to all bidders on record as having picked up the RFP. **If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.**

## **SECTION 7.0 GENERAL TERMS & CONDITIONS**

### **7.1 Taxes**

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and solicitation prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is M046 001 414.

### **7.2 Freight on Board (FOB)**

All prices are to be firm F.O.B. delivered destination (Somerville, MA), to the address specified on the "Notice to Proposers" or any other department location doing business for the City of Somerville in need of such services.

### **7.3 Unit Price**

In case of error in extension of prices quoted herein, the unit price will govern.

### **7.4 Price Reduction**

It is understood and agreed that should any price reductions occur between the opening of this RFP and completion of this delivery. The benefits of all such reductions will be extended.

### **7.5 Guarantees**

The proposer to whom a contract is awarded, guarantees to the City of Somerville all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. Upon inspection, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the City. The contractor will assume any additional cost accrued by the City.

### **7.6 Indemnification**

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the City of Somerville harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

### **7.7 Insurance**

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City of Somerville standard certificates of insurance thereof for any insurance about to expire at least



ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

#### **7.8 Independent Contractor**

Vendor is not an agent or employee of the City of Somerville and is not authorized to act on behalf of the City of Somerville.

#### **7.9 Complete Agreement**

This agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

#### **7.10 Assignment**

Vendor shall not assign the Agreement, or any interest therein, without prior written consent of the City of Somerville.

#### **7.11 Subcontractors**

Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Somerville.

#### **7.12 Governing Law**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

#### **7.13 Enforceability**

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

#### **7.14 Conflict of Interest**

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

#### **7.15 Termination**

#### **7.15.1 For Cause**

The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not effected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.

#### **7.15.2 Termination for Convenience**

The City may terminate this Contract without cause, at any time, effective upon the date of termination specified by written notice to the Contractor, in which case, the Contractor shall be compensated for: (1) sums due under this Contract incurred up to the date of termination for all Work performed and accepted by the City up to the termination date, calculated on a percentage completion basis covering the period of time between the last approved application for payment and the date of termination using the progress schedule and schedule of values. The Contractor shall use its best efforts to mitigate any expenses and shall in no event incur any new obligations after the date of termination.

#### **7.15.3 Payment by the City**

Payment by the City as provided in this section shall be deemed to fully compensate the Contractor for all expenses and those of any consultants, subcontractors and suppliers, directly or indirectly attributable to the termination. Lost profits shall not be payable. Any such termination shall not give rise to any cause of action for damages against the City.

#### **7.15.4 Contractor's Duties Upon Termination For Convenience**

Upon termination of this Contract without cause, the Contractor shall: (1) immediately stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to City in a safe condition; and (5) promptly transfer to City all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all work product, plans, drawings, specifications and other information and documents used in connection with Services performed under this Contract. Failure by the Contractor to comply with said duties shall relieve the City of its obligation to compensate the Contractor, as provided for under this section.

### **7.16 Discrimination**

It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

### **7.17 Interpretation of Specification / Terms**

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to Michael Richards, Contract Manager, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143, or emailed to: [mrichards@somervillema.gov](mailto:mrichards@somervillema.gov). Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline. No requests or questions will be accepted after **4:30 P.M. on 6/20/2014**.

### **7.18 Withdrawal or Modification of Bid Response**

To withdraw, cancel or modify a response at any time prior to the solicitation opening date, an Offeror must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

### **7.19 Samples**

All qualified proposers may be requested to submit samples.

### **7.20 Financial and Operational Information**

By submitting a proposal, the proposer authorized the City of Somerville to contact any and all parties referenced by the proposer regarding financial and operational information.

### **7.21 Payment**

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of the contract.

### **7.22 Extension of Contract**

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

- a. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.
- b. The City will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.

The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

#### **7.23 Laws and Regulations**

The Bidding procedures shall be in accordance with M.G.L. c. 30B, as most recently amended and all other applicable laws. The contractor shall comply with all Federal, State and Local laws regulations and ordinances governing this type of work.

#### **7.24 Sales Tax Exemption**

Materials, equipment, and supplies for this project are exempt from sales tax in accordance with M.G.L. Chapter 64H, Section 6 (d). The City will furnish the successful bidder with its sales tax exemption number.

**APPENDIX A**  
**PAST PERFORMANCE / REFERENCE SHEET**

The Proposer shall list at least three relevant references. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information.

- The name, address and telephone number of each client listed above.
- A description of the work performed under each contract.
- A description of the nature of the relationship between proposer and the customer.
- The name and telephone number of the person the Health Department may contact as a reference.
- The amount of the contract.
- The volume of the work performed.
- The dates of performance.

Please use the following format for all references submitted and provide as much detail as possible in the Summary section.

**APPENDIX B**  
**SAMPLE CONTRACT**